

IN THE CIRCUIT COURT OF TENNESSEE  
FOR THE THIRTIETH JUDICIAL DISTRICT AT MEMPHIS

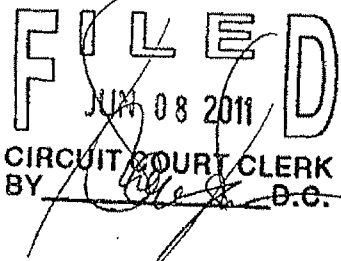
DEBORAH BOBO

Plaintiff,

vs.

RANDSTAD AND  
MAXIMUS

Defendants.



No. CT-002749-11  
JURY DEMANDED  
Division III

COMPLAINT FOR WRONGFUL TERMINATION  
BREACH OF CONTRACT

COMES NOW the Plaintiff, Deborah Bobo, and sues the Defendants, Randstad and Maximus, for the sum of Three Hundred Thousand Dollars (\$300,000.00) damages, and would respectfully show to the Court the following:

1. Plaintiff, Deborah Bobo, is a resident citizen of Memphis and Shelby County, Tennessee. Defendant, Randstad, is a Corporation doing business in the State of Tennessee. Defendant Maximus is a corporation doing business in the state of Tennessee.
2. This cause of action arose out of the termination of the Plaintiff by the Defendants, Randstad and Maximus, in Shelby County, Tennessee, on June 28, 2010.
3. The aforesaid termination is tortuous and a breach of the employment contract between the parties. The law of the State of Tennessee recognizes and protects certain existing employment relationships such as this one.
4. Plaintiff, Mrs. Bobo, was injured on the job in February 22, 2010. She



was working in a storage room pulling office supplies and boxes fell on the Plaintiff causing her to fall backwards and injuring her.

5. She went back to work June 28, 2010. When she went back to work she was terminated. She was released from her doctor's care to resume her former duties. She was told that Randstad had a five year contract with Maximus for her employment.

6. Plaintiff was well qualified in that she got outstanding recommendations for one year of service with the Defendant.

7. Management at the company did not appreciate the Plaintiff for her year of service and dedication to the company.

8. Plaintiff asserts that she maintained high quality in her work performance.

9. As of August 28, 2010 Plaintiff was released from the care of Dr. Keith Williams at Campbell's Clinic. She was being treated for Lumbar Strain and Bulging Disk.

10. On June 28, 2010 she was terminated from her employment without good cause. She was staying in contact with the correct person within the management at Randstad to keep the employer apprised of her medical problems. She was sending E-mails and documentation. Additionally, Compensation Risk Enterprise Management was the insurance carrier and they were aware of the above Worker's Compensation claim.

#### COUNT I

11. Plaintiff, Mrs. Bobo, sues the Defendants for Wrongful Termination. Plaintiff maintains that she suffered physical and emotional stress. She has suffered loss of income of four hundred and forty dollars (\$440.00) per week from June 28, 2010 until November 15, 2010 when she was re-employed but makes less than she did at Maximus.

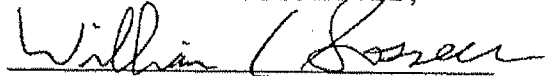
12. Comes the Plaintiff, Deborah Bobo, and sues the Defendants, Randstad and Maximus, for the sum of Three Hundred Thousand Dollars, (\$300,000.00) in actual and punitive damages, and incorporated herein, by reference, the allegations contained in this Complaint, and in addition thereto, would show that, as a direct and proximate result of Defendant's tortuous conduct, she has sustained actual pecuniary loses. Further Plaintiff request reinstatement. An agency of the State of Tennessee has already adjudicated that Plaintiff was terminated because of her Workman's Compensation Claim, not because of any misconduct.

COUNT II

13. In addition, Plaintiff, Deborah Bobo, sues the Defendants for breach of contract. The business relationship implies that there is a covenant of good faith and fair dealing whereas the Defendant have not complied with these conditions. There is a hand book of procedures given to employees which is an implied contract and Randstad and Maximus have violated their own procedures handbook.

14. WHEREFORE, Plaintiff, Deborah Bobo, sues the Defendant, Randstad and Maximus for the sum of Three Hundred Thousand Dollars (\$300,000.00) damages, demands judgment therefore, and demands a jury to try this cause when the issues are joined.

RESPECTFULLY SUBMITTED,



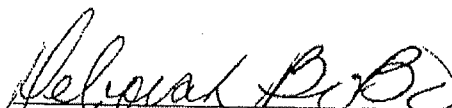
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STATE OF TENNESSEE

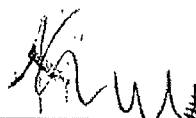
COUNTY OF SHELBY

OATH

I, Deborah Bobo, do hereby affirm that I have read the foregoing Complaint for Wrongful Termination Breach of Contract, and that the facts contained herein are true to the best of my knowledge, information and belief.

  
Deborah Bobo

Date: 10/6/2011

  
NOTARY PUBLIC

My Commission Expires: July 2011

